

## Children, Youth & Family Dept

P.O. DRAWER 5160  
SANTA FE NM 87501  
United States

**Vendor:** 0000046095  
ZUNI, PUEBLO OF  
P O BOX 339 1203B STATE HWY 53  
ZUNI NM 87327

# State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence

### Dispatch via Print

<b>Purchase Order</b>	<b>Date</b>	<b>Revision</b>	<b>Page</b>
69000-0000035424	07/06/2012		1
<b>Payment Terms</b>	<b>Freight Terms</b>	<b>Ship Via</b>	
Pay Now	FOB Destination	Best Way	
<b>Buyer</b>	<b>Phone</b>		
IRENE PATTERSON			

**Ship To:** 1120 PASEO DE PERALTA, ROOM 212  
SANTA FE NM 87502  
United States

**Bill To:** P.O. DRAWER 5160  
SANTA FE NM 87501  
United States

Origin: EXE      Exc\Excl #: 13-1-98A

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
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1- 1	DOMESTIC VIOLENCE SERVICES IN NM	1.00EA	36,472.00	36,472.00	07/06/2012
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69000-06700-5014001000-535200- -004307- - -113-20000

<b>Schedule Total</b>	<u>36,472.00</u>
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Contract ID:   00000000000000000000000015212                Contract Line:   0                Release:   1

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Item Total	36,472.00
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<b>Total PO Amount</b>	36,472.00
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Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

**Authorized Signature**

*[Handwritten signature]*



## AGREEMENT

**THIS AGREEMENT, #13-690-15212** is entered into by and between the State of New Mexico Children, Youth and Families Department, hereinafter referred to as the “Agency” and **Pueblo of Zuni**, a native American government entity, hereinafter referred to as the “Contractor.”

**WHEREAS**, the Agency is the state agency designated to receive and administer state funds, to provide community domestic violence services.

**WHEREAS**, the Agency desires to engage and the Contractor is willing to provide certain portions of the Agency’s program.

**NOW THEREFORE**, the Agency and the Contractor in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

### **I. Period of Agreement**

This Agreement shall become effective when signed by both parties and shall terminate on **June 30, 2016**, unless terminated pursuant to Article VI, *infra*.

### **II. Statement of Work**

The Contractor shall provide the program of services as set forth in the scope of work which is attached hereto as “**Attachment 1 – Statement of Work**” and incorporated herein by reference, unless amended or terminated pursuant to Article VI, *infra*. In consideration for the provision of those services, the Agency agrees to purchase and the Contractor agrees to perform the services identified in the Statement of Work.

### **III. Limitation of Cost**

The total amount of the monies payable to the Contractor under this Agreement shall not exceed one hundred forty six thousand, four hundred ninety two dollars (**\$146,492.00**); **annual amount \$36,623.00**. The annual budget is attached hereto as “**Attachment 2 - Budget**” and incorporated herein by reference.

### **IV. Payment**

The Agency shall make monthly payments to the Contractor for services and costs specified in **Attachment 2**. The Contractor shall submit certified and documented invoices and vouchers monthly for actual work performed and expenses incurred to the Agency. The Contractor’s failure to submit such payment vouchers, invoices, and supporting documentation within thirty (30) days after they are due may result in the non-availability of funds for payment and/or the denial of payment by the Agency.

**V. Return of Funds**

Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by the Contractor to the Agency.

**VI. Termination of Agreement**

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to intended date of termination. **By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE IN SUCH CIRCUMSTANCES AS CONTRACTOR'S DEFAULT/BREACH OF CONTRACT.**

**VII. Funds Accountability**

The parties shall provide for strict accountability of all monies made subject to this Agreement. The Contractor shall maintain fiscal records, follow generally accepted accounting principles, and account for all receipts and disbursements of funds transferred to the Contractor pursuant to this Agreement. The Contractor will include all monies made subject to this Agreement in the annual audit and will provide the Agency with a copy of the annual audit.

**VIII. Maintenance of Records**

The Agency shall maintain records as required of any administering state agency pursuant to applicable state law and regulation. The Contractor shall maintain fiscal and programmatic records relative to those funds and activities that have been made subject to this Agreement for a minimum of three (3) years. The Contractor agrees to comply with the requirements and regulations set forth in **Attachment 4 – Administrative and Fiscal Standards**, unless the Contractor demonstrates in writing, with written approval from CYFD, that any specific standard is inapplicable to such Contractor.

**IX. Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

**X. Amendments**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

#### **XI. Assignment**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Agency.

#### **XII. Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

#### **XIII. Acquisition of Property**

The parties agree that neither party shall acquire any property as the result of this Agreement.

#### **XIV. Liability**

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation or requirements applicable to the performance of the Agreement. Each party shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended.

#### **XV. Execution of Documents**

The Agency and the Contractor agree to execute any document(s) necessary to implement the terms of this Agreement.

#### **XVI. Sub-Contracts**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

#### **XVII. Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

#### **XVIII. Workers' Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

#### **XIX. Lobbying Certification**

The Contractor, by signing below, certifies to the best of his/her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. (United States Code). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

#### **XX. New Mexico Employees Health Coverage.**

IN WITNESS WHEREOF, the Agency and the Contractor have caused this Agreement to be executed, said Agreement to become effective when signed by both parties.

**Contractor – Pueblo of Zuni**

Steve K. Boone  
Authorized Signatory

Date: 06-20-2012

Lt. Governor  
Printed Title of Authorized Signatory

\_\_\_\_\_  
Legal Counsel, Contractor

Date: \_\_\_\_\_

**Agency – Children, Youth and Families Department**

K. Peery Galen  
Secretary or Designee, CYFD

Date: 6/27/12

**Approved as to legal form and sufficiency.**

Nancy W.  
Office of General Counsel, CYFD

Date: 6/25/12

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwnewmexico.state.nm.us/>.

## **XXI. Background Checks**

CYFD Contractors that have or could have primary custody of children for at least twenty hours per week are required to comply with NMAC 8.8.3 et. seq. requiring background checks on any employee, staff, volunteer or student intern, that has direct care responsibilities or potential unsupervised physical access to clients. The Contractor must submit to CYFD Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers or staff required to have background checks. CYFD Background Check Unit will conduct nationwide, state and abuse and neglect background checks on required staff or volunteers in accordance with NMAC 8.8.3 standards. A CYFD eligibility letter must be in the employee, volunteer or staff member's personnel file prior to that individual having any unsupervised direct contact or unsupervised potential access to clients.

## **XXII. Health Insurance Portability and Accountability Act of 1996.**

The Contractor agrees to comply with the Health Insurance Portability and Accountability Act of 1996, and the terms in **Attachment 5**, which is attached and incorporated by reference.



**Attachment 1 – Statement of Work**  
**Pueblo of Zuni**

**Performance Measures:**

General performance measures through monthly surveys to clients with results entered into the Agency Reporting and Tracking Enterprise System (ARTES) under this contract include the following:

Learned how behavior affected partner, children and other family members; take responsibility for behavior and actions, and gained skills, information and knowledge to avoid future abusive behaviors as measured through completion of client surveys.

**Goal:**

Clients receiving services under this Contract will improve their over-all functioning in the areas of safety, permanency/stability, and well-being.

**Objectives:**

- Clients will increase their knowledge about how to access community resources
- Clients will increase their knowledge and skills to avoid abusive behavior

**Activities:****The Contractor Shall:**

1. Provide batterer intervention services to a minimum of 25 clients in the Pueblo of Zuni. Clients shall participate in a 52-week batterers' intervention group. The group shall meet once a week for 120 minutes each session. Topics shall include, but not be limited to:
  - a. Defining Domestic/Family Violence,
  - b. Power and Control related to Domestic Violence (DV),
  - c. Effects of Domestic Violence on Women and Children,
  - d. Learning to use time out as a positive behavior,
  - e. Accountable for DV behavior,
  - f. Positive communication skills to prevent further violence, and
  - g. Traditional Zuni customs and roles of men and women in the community.
2. Provide the service components (see Attachment 2 – Budget, pg. 9) in a manner that complies with all applicable Agency policies and procedures, and current Agency Fiscal and Administrative Standards (Attachment 7, attached hereto)
  - a. Offender Service Assessment / Specialized Assessment
  - b. Skill and Knowledge Training
  - c. Advocacy and Support
  - d. Legal Advocacy
3. Provide services to offenders of domestic violence in accordance with the requirements set forth in New Mexico Statutes Annotated 1978, Section 31-12-12(D) (2003), which include:

- a. Performing an initial assessment to determine if a domestic violence offender shall benefit from participation in the program.
- b. Providing 52 weekly group sessions for participants.
  - i. Groups must:
    1. Be limited to members of the same gender,
    2. Not include couple's counseling as a component,
    3. Include strategies to hold participants accountable for their violent behavior, and
    4. Include participants that are not under the influence of alcohol and/or drugs
  - ii. Group topics should include, but are not limited to:
    1. Physical, emotional, sexual, economic and verbal abuse,
    2. Techniques for stopping the different forms of abuse,
    3. Gender roles,
    4. Socialization,
    5. The nature of violence,
    6. The dynamics of power and control, and
4. Work cooperatively with the courts, prosecutors, law enforcement, probation officers and victims services programs in determining the appropriateness of referrals for participation.
5. Collaborate with the Agency's Protective Services and Juvenile Justice Services Field Offices, and other agencies that may serve Agency clients, to coordinate and enhance services. This may be done through in-service training, and/or regularly scheduled staff training.
6. Submit electronically, monthly demographic, service provision, billing and outcome information, and Agency Reporting and Tracking Enterprise System Manual by the 10<sup>th</sup> of each month. Noncompliance with this requirement may result in the delay of reimbursement.
7. Prepare and submit reports, upon Agency's request, in a format approved by the Agency.
8. Submit a Final Report to the Agency's DV Program Managers for the Family Violence Prevention and Services Act (FVPSA) federal grant by November 15<sup>th</sup> of the contract year for Agency contracted services provided in the federal fiscal year (October 1 through September 30). The Final Report is to be completed in accordance with Agency instructions and approved format identified in Attachment 3. Noncompliance with this requirement may result in nonpayment or the delay of reimbursement.
9. Attend an Agency grantee meeting at the beginning of the fiscal year. The purpose of the meeting is to review Contract and reporting requirements, site visit protocol, and invoice procedures. Two (2) Contractor representatives must attend, one (1) from the finance area and one from the program area. The Agency program manager will provide the date, time and location. Agency will reimburse travel and per diem in accordance with DFA approved rates as outlined in Attachment 2 - Budget.

10. Comply in all aspects with the Agency Protective Services Domestic Violence Service Definition Manual (DV SDM) for Domestic Violence Services.

**The Agency Shall:**

Provide a copy of the DV SDM to the Contractor.

**Attachment 2 – Budget**  
**Pueblo of Zuni**

The Contractor shall be paid according to the following budget:

Description	FY13 Budget	Estimated FY14 Budget	Estimated FY15 Budget	Estimated FY16 Budget	Estimated Contract Amount
<b>Permanent Positions-Full/Part Time</b>	\$25,002.00	\$25,002.00	\$25,002.00	\$25,002.00	<b>\$100,008.00</b>
<b>Other Employment Benefits</b>	\$3,477.00	\$3,477.00	\$3,477.00	\$3,477.00	\$13,908.00
<b>Transportation-Other Travel</b>	\$151.00	\$151.00	\$151.00	\$151.00	\$604.00
<b>Utilities</b>	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$4,800.00
<b>Rent of Land &amp; Buildings</b>	\$454.00	\$454.00	\$454.00	\$454.00	\$1,816.00
<b>Telecommunications</b>	\$593.00	\$593.00	\$593.00	\$593.00	\$2,372.00
<b>Employee Training</b>	\$1,223.00	\$1,223.00	\$1,223.00	\$1,223.00	\$4,892.00
<b>Administrative Overhead</b>	\$4,372.00	\$4,372.00	\$4,372.00	\$4,372.00	\$17,488.00
<b>Miscellaneous Other Expenses</b>					
<b>TOTAL</b>	<b>36,472.00</b>	<b>36,472.00</b>	<b>36,472.00</b>	<b>36,472.00</b>	<b>145,888.00</b>

1. Travel to Contractor's Grantee Meetings at the beginning of Fiscal Year:

	FY13	FY14	FY15	FY16	Total Amount
<b>In-State Mileage</b>	<b>\$151.00</b>	<b>\$151.00</b>	<b>\$151.00</b>	<b>\$151.00</b>	<b>\$604.00</b>

2. Based on periodic program and fiscal reviews, the Agency retains the sole discretion to reduce the contract budgets of contractors who are not generating units sufficient to utilize the entire budget by the end of the contract period. The Agency retains the sole discretion to reallocate the resulting funds to contractors who are able to provide additional units within the contract period.

The Agency will notify the Contractor in writing thirty (30) days prior to taking such action. The Agency is not obligated to pay the Contractor for any dollar amount in excess of the total contracted amount without executing an amendment to this agreement.

3. The Contractor shall not bill and the Agency shall not pay Medicaid Certified Providers for Medicaid reimbursable services provided to Medicaid eligible clients.
4. The Contractor shall agree that grant funds made available to the Agency will not be used as direct payment to any victim or dependent of a victim of family violence.

5. Per diem, mileage and other miscellaneous expenses, will be paid in accordance with the Department of Finance and Administration (DFA) Rule 2.42.2 NMAC.
6. Budget adjustments may be made with the prior written approval of the Agency's Program Manager. Not more than four (4) budget adjustments can be applied within one contract year. The Contractor may not request any budget adjustments after May 31<sup>st</sup> of the contract year.
7. Contractor shall maintain records of services rendered for the (3) years, as described in the Domestic Violence Service Definition Manual and sufficient to verify that contractual services were provided consistent with billings submitted by Contractor. The Contractor shall permit Agency staff to have access to its records for auditing and verification purposes.
8. No fee may be assessed on a client whose income equals or is below the federal poverty guidelines. Clients who cannot pay a fee will not be discriminated against or denied service.
9. The Contractor may establish a sliding scale schedule for perpetrators of domestic violence under the condition that the sliding scale schedule and accompanying procedures are approved by the Agency prior to implementation.
10. The Agency reserves the right to designate funding source when validating expenditures. TANF eligible clients shall be funded with TANF funds.
11. The funding for this contract is delineated as follows:

**Funding Sources**

GENERAL FUND

**Attachment 3**  
**Federal Family Violence Prevention and Services Act (FVPSA)**  
**Final Report Format**

Family Violence Prevention and Services Program  
 Family and Youth Services Bureau/Administration for Children and Families  
 U.S. Department of Health and Human Services  
**Subgrantee Information**

		Page	of Pages
1. Subgrantee Organization (Name and complete address including zip code)			
2. Project/Grant Period  Start Date: <i>(Month, Day, Year)</i> October 1, 2009		3. Number of Volunteers  4. Number of Volunteer Hours	
End Date: <i>(Month, Day, Year)</i> September 30, 2010			
5. Performance Narrative <i>(attach performance narrative as instructed by the awarding Agency)</i> a) Share a story about a client, service or community initiative. b) What does the grant funding allow you to do that you wouldn't be able to do without this funding? c) Describe, if applicable, any efforts supported in whole or in part by your grant in meeting the needs of underserved populations in your community, including populations underserved because of ethnic, racial, cultural or language diversity or geographic isolation. Describe any ongoing challenges. d) Describe significant prevention and outreach activities, supported in whole or in part by your grant, during the program year. e) (Optional) Provide any additional information that you would like us to know about your supported domestic violence program and its effectiveness, the unmet needs of victims in your community and what would be required to meet them, or service trends that are emerging in your community.			
<b>6. Certification: I certify to the best of my knowledge and belief that this report is correct and complete for performance of activities for the purposes set forth in the award documents.</b>			
6a. Typed or Printed Name and Title of Authorized Certifying Official		6c. Telephone <i>(area code, number and extension)</i>	
		6d. Email Address	
6b. Signature of Authorized Certifying Official		6e. Date Report Submitted <i>(Month, Day, Year)</i>	

CHILDREN YOUTH AND FAMILIES DEPARTMENT DVFPVSA report for Domestic Violence Agency from 09/30/2011 to 10/01/2012

<b>FUNDING:</b>	
Total Agency Budget:	
Total amount of the FVPSA grant fund awarded:	
<b>VOLUNTEERS:</b>	
Number of volunteers	
Number of volunteer hours worked	
<b>Section A - People Served Unduplicated</b>	
<b>FV-A-100 Residential Client Counts</b>	
Number of women served	
Number of men served	
Number of children served	
Number of youth IPV victims served	
<b>FV-A-200 Non Residential Client Counts</b>	
Number of women served	
Number of men served	
Number of children served	
Number of youth IPV victims served	
<b>FV-A-300 Clients Served By Ethnicity</b>	
Number of African Americans served	
Number of American Indians served	
Number of Asians served	
Number of Hispanics or Latino(a)s served	
Number of Pacific Islanders served	
Number of White Non-Hispanics served	
Number of Others served	
<b>FV-A-400 Clients Served By Gender</b>	
Number of Females served	
Number of Males served	
Number of clients served with gender unspecified	
<b>FV-A-500 Clients Served By Age</b>	
Number of clients served age 0-17	
Number of clients served age 18-24	
Number of clients served age 25-59	
Number of clients served age 60+	
Number of clients served age unknown	
<b>Section B - Residential Services</b>	
FV-B-100 Shelter Nights	
FV-B-200 Unmet Requests for Shelter	
<b>Section C - Related Services and Assistance for Adults</b>	
FV-C-100 Crisis/Hotline Calls	
FV-C-200 Individual Supportive Counseling & Advocacy # of Hours	
FV-C-200 Individual Supportive Counseling & Advocacy # of Contacts	
FV-C-200 Group Supportive Counseling & Advocacy # of Hours	
FV-C-200 Group Supportive Counseling & Advocacy # of Contacts	
<b>Section D - Related Services and Assistance for Children</b>	
<b>Section E - Batterer Intervention Services</b>	
FV-E-100 Individual Counseling Number Clients	
FV-E-100 Individual Counseling Number of Service Contacts	
FV-E-100 Individual Counseling Number of Hours	
FV-E-101 Group Counseling Number of Clients	
FV-E-101 Group Counseling Number of Service Contacts	

<b>Section F - Community Education and Public Awareness</b>	
FV-F-100 Community Education Adults/General Population Number of Presentations	
FV-F-100 Community Education Adults/General Population Number of Participants	
FV-F-101 Community Education Youth Targeted Number of Presentations	
FV-F-101 Community Education Youth Targeted Number of Participants	
FV-F-200 Awareness Activities Number of Activities	
<b>Section G - Service Outcome Data (Surveys)</b>	
FV-G-101 Shelter Surveys Completed	
FV-G-102 Support Services & Advocacy Surveys Completed	
FV-G-103 Counseling Surveys Completed	
FV-G-104 Support Group Surveys Completed	
<b>Total Surveys Completed</b>	
FV-G-101 Shelter Resource Outcome	
FV-G-102 Support Services & Advocacy Resource Outcome	
FV-G-103 Counseling Resource Outcome	
FV-G-104 Support Group Resource Outcome	
<b>Total Resource Outcome Yes Responses</b>	
FV-G-101 Shelter Safety Outcome	
FV-G-102 Support Services & Advocacy Safety Outcome	
FV-G-103 Counseling Safety Outcome	
FV-G-104 Support Group Safety Outcome	
<b>Total Safety Outcome Yes Responses</b>	



**Attachment 4**

ADMINISTRATIVE

AND

FISCAL STANDARDS

For Sole Proprietors  
(providing direct services to clients)

For Non-Profit Organizations,

Local Bodies of Government,

And

For-Profit Incorporated Entities

*Revised June 24, 2010*

## ADMINISTRATIVE STANDARDS

*Note: All contractors are required to adhere to all local, state and federal regulations as applicable to their operations. All contractors are required to follow audit and reporting requirements set forth in this document.*

### Board of Directors (as applicable)

1. The Board shall have a written mission statement approved by the Board of Directors. The Board shall describe the purpose for which the agency provides services.
2. The Board shall approve and review annually the written long-range plan and goals. The long-range plan and goals should describe in general terms the clients that are served and services provided.
3. The Board shall ensure that the agency has current articles of incorporation that meet all of the legal requirements of the governmental jurisdiction in which the contractor is located.
4. The Board shall ensure that the agency has current by laws that are filed with the appropriate local, state, or federal body. At a minimum, the agency by-laws should include:
  - a. Membership (types, qualification, rights, duties);
  - b. Size of Board of Directors;
  - c. Method of selection and removal;
  - d. Duties and responsibilities of officers;
  - e. Committees;
  - f. Quorums;
  - g. Recording of minutes;
  - h. Method for amending by-laws.
5. The Board shall periodically review the appropriateness of its governing documents and adherence to their specifications.
6. The Board shall ensure that the agency complies with applicable legal requirements and regulations of all governmental and legally authorized agencies under whose authorities it operates. These include, but are not limited to those regarding equal employment opportunity, workers compensation, unemployment insurance, affirmative action, safety, licensing, etc.
7. The Board shall conduct a periodic, systematic assessment of the agency's effectiveness.

8. Board members shall be residents of the area served by the organization and representative of the social, economic, linguistic, ethnic, and racial target population. The agency shall not employ a person related to a Board member by consanguinity or affinity within the third degree. This includes, but is not limited to, spouse, mother, father, brother, sister, grandparents, aunt, uncle, niece, nephew, first cousins, mother-in-law, father-in-law, brother-in-law or sister-in-law.
9. The Board shall hold meetings as prescribed in the by-laws but not less than four (4) times per year.
10. An agenda shall be developed and followed for all Board meetings.
11. A permanent record shall be kept of all meetings of the Board. Minutes of the meetings of the agency's Board are required in order to accurately record the decisions made and actions taken. These minutes shall include, but not be limited to, meeting date, names of members attending, topic discussed, decisions reached, actions taken, and attachment of any documents referenced. Board minutes shall be signed and approved by an officer of the Board.
12. The Board shall review and approve all aspects of the agency's operation including policy, personnel, budget, fund-raising, etc., including quarterly financial reports.
13. The Board shall determine the amount of capital outlay expenditures and capitalization policy that must receive prior approval for the Board.
14. The Board shall review and approve agency line item budgets and all subsequent budget adjustments.
15. Provisions shall exist for the orientation of new Board members to the Board. This orientation shall consist of, but not be limited to: the organizational goals and objectives, organizations operations, roles and responsibilities of Board members, and financial overview of the organization's assets and liabilities.
16. The Board shall review and approve on an annual basis the Board members and agency personnel who will have signature authority.
17. The Board shall make continual and on-going efforts to provide all Board member with training related to their participation on the Board.

### **Personnel**

1. The agency shall have a current and dated organization chart that accurately reflects the staff structure of authority, responsibility and accountability within the agency. The organizational chart must illustrate the relationship of each position or department to all other positions or departments within the agency.

2. The agency shall have written personnel policies and procedures approved and signed by the Boards. All policies and procedures shall be reviewed annually, and any changes, additions, deletions, etc., shall be dated and signed by the Board. Procedures must be in place that allows employees to provide input into changes in agency and personnel policies and procedures.
3. The agency personnel policies and procedures must include, at a minimum:
  - a. Mission of agency;
  - b. American Disabilities Act;
  - c. Annual Report;
  - d. Benefits;
  - e. Disciplinary Procedures;
  - f. Drug Free Workplace;
  - g. Employee Orientation and Annual Agency Training Plan;
  - h. Equal Employment Opportunity Statement;
  - i. Grievance Procedures;
  - j. Hiring/Firing Policies;
  - k. Hours of Work;
  - l. Job Qualifications and Job Descriptions;
  - m. Law Enforcement Records Checks;
  - n. Leave/Holiday Policy;
  - o. Performance Evaluation System;
  - p. Personnel Files;
  - q. Promotion Policies;
  - r. Quality Assurance;
  - s. Salary Policy and Plan;
  - t. Termination/Resignation Procedures.
4. The agency shall distribute a copy of all personnel policies and procedures to all new employees and make them available to all employees.
5. The agency shall maintain current, written job descriptions and job qualifications for all positions (staff, consultants and direct service volunteers) in the agency. Each job description shall include, at a minimum:
  - a. Job title;
  - b. Salary range;
  - c. Duties;
  - d. Responsibilities of the positions;
  - e. Required minimum experience;
  - f. Required minimum training;
  - g. Required minimum education.
6. The agency shall maintain a current, accurate and confidential personnel record for each paid and direct service volunteer employee. A personnel record on each employee shall contain, at a minimum;

- a. Job description;
- b. Initial application/resume;
- c. Documentation of reference letters;
- d. Result of employment investigation;
- e. Background checks;
  - 1. CYFD contractors that have or could have primary custody of children for at least twenty hours per week are required to comply with NMAC 8.8.3 et. seq. requiring background checks on any employee, staff, volunteer or student intern, that has direct care responsibilities or potential unsupervised physical access to clients. The contractor must submit to CYFD Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers or staff required having background checks. CYFD Background Check Unit will conduct nationwide, state and abuse and neglect background checks on required staff or volunteers in accordance with NMAC 8.8.3 standards. A CYFD eligibility letter must be in the employee, volunteer or staff member's personnel file prior to that individual having any unsupervised direct contact or unsupervised potential access to clients.
- f. Education/experience required;
- g. Wage and salary information;
- h. Job performance evaluation;
- i. Documentation/verification of all previous and ongoing training (including all component specific training and education);
- j. Incident reports;
- k. Commendations or disciplinary actions (if any);

This information must be reliable, accurate and current. All employee records must be kept in a locked file to ensure confidentiality.

- 7. The immediate supervisor shall conduct job performance evaluations semi-annually for all new employees and/or at least annually for all current employees. Said evaluation should document the review and results of the evaluation with the employee and be included in the personnel file.
- 8. The agency shall be headed by an agency director appointed by and responsible only to the Board. The Board shall delegate to the director such authority and responsibility necessary to operate the agency. The director shall be responsible for the daily operation of the agency through decision-making, authorization of expenditures, and the implementation of policies and procedures.

#### Physical Facilities

The physical facilities must meet all licensing requirements per classification and should be located, constructed, equipped and operated to promote the efficient and effective conduct of the contractor's programs, to protect the health and safety of the persons serviced and the staff to

promote the integration of those served into the community, to be accessible to persons served, staff and the community, meet the American's with Disabilities Act (ADA) and the Drug-Free Workplace Act of 1988.

### **Administrative Recordkeeping**

Records and reports (including, but not limited to, fiscal, personnel, program evaluation, management information systems, governance, etc.) should guide the operations, support the assessment and improvement in quality of services, measure and communicate productivity, and reflect the contractor's status. All records should be retained for a minimum of three (3) years. This would be the three prior years in addition to the current year's records.

## **FISCAL STANDARDS**

### **Compliance**

1. The contractor shall comply with all federal and state statutes, rules and regulations. Cost principles, administrative requirements and audit requirements, applicable to federal grants shall apply to state funds. See attached Source Sheet.
2. The contractor shall comply with all aspects of the provision of the contract, including all insurance, bonding and audit and financial reporting requirements.

### Insurance

1. The contractor shall obtain and maintain at all times during the term of this contract an Employee Dishonesty Policy covering the activities of the contractor in the amount of no less than 25% of the total (cumulative) dollar amount of the current CYFD contract(s).
2. The contractor shall obtain and maintain at all times during the term of this contract a general and professional liability insurance policy issued by an insurance company licensed to do business in the State of New Mexico. The policy shall include liability insurance coverage provided in the amount of at least \$100,000 for damage to or destruction of property arising out of a single occurrence; \$300,000 to any person for any number of claims arising out of a single occurrence for all damages other than property damage; or \$500,000 for all claims arising out of a single occurrence. The policy shall be secured by the contractor within thirty (30) days of the effective date of the current contract.
3. The contractor shall secure and maintain adequate fire and extended hazard insurance on all property in the custody of the contractor, which is furnished or owned by the Department or in which the Department has a financial interest, within thirty (30) days of the effective date of the current agreement.

4. The contractor is responsible to provide Worker's Compensation Insurance for its employees as required by New Mexico State Law.
5. The contractor shall name Children, Youth and Families Department as an "Additional Insured" with the insurance carrier of the contractor's liability insurance. A copy of the contractor's "Certificate of Liability Insurance" proving compliance with all the above insurance requirements must be available upon request.

## **FISCAL BOOKS OF RECORDS**

The contractor must maintain the following books of record:

1. Chart of Accounts
2. General Ledger
3. Cash receipts and Cash Disbursements Journals
4. General Journal of adjusting entries, correcting entries, accrual entries, and cost allocation entries if not provided for in cash journals.
5. Subsidiary ledgers, if applicable to the organization.
6. Capital Outlay Inventory that includes at a minimum:
  - a. Description of property;
  - b. Serial number or other ID number;
  - c. Date of purchase;
  - d. Acquisition cost by funding source(s);
  - e. Location and use of property;
  - f. Disposition data including date and price, if any.
7. Payroll journals and employee earnings records.
8. Fiscal Policy and Procedures that must include:
  - a. Handling of cash/checks;
  - b. Handling of voided checks;
  - c. Authorized check signatures;
  - d. Bank reconciliations;
  - e. Separation of duties;
  - f. Accounting system;
  - g. Travel;
  - h. Cost allocation method;
  - i. Accounting policies for donations.

## REPORTS

1. The contractor shall complete in full the State and Federal payroll tax forms in accordance with required time period and shall insure payroll taxes are paid within the required time frame.
2. The contractor shall complete in full and submit the required forms of the State Department of Labor.
3. The contractor shall submit timely program and financial reports to the funding agencies as specified in the contracts.

## FINANCIAL STATEMENT

The contractor must prepare the following financial statements:

1. Balance Sheet or Statement of New Assets (for governmental and non-profit agencies);
2. Statement of Revenue and Expenditures or Statement of Activities (for government not for profit agencies) ;
3. Statement of Revenue and Expenditures – Budget to Actual.

## RETENTION OF RECORDS

The following are the requirements for the retention of financial records.

1. The contractor shall maintain for three (3) years, (in addition to current year records) detailed accounting and billing records which indicate the date, time, and nature of services rendered, records relating to contract services, and all operating financial documentation which shall be subject to inspection by the Department and if applicable, the State Auditor or their designee.
2. The Department shall have a right to audit billings and related documents both before and after payment. Payments made under a contract between the contractor and the Department shall not foreclose the right of the Department to recover excessive, illegal payments, and /or payments which are not in accordance with the contract.
3. The contractor shall maintain the funds from a contract separately in accurate financial records, books, files, and reports in accordance with generally accepted accounting principles, state and federal laws and regulation, and the requirements of the Departments as described in this Administrative and Fiscal Standards Guidance.



4. The financial management systems established by the contractor and its Boards shall ensure it provides fiscal and budgetary controls as well as sound accounting procedures. A Schedule of Revenues & Expenditures Budget to Actual Comparison for each contract must be prepared and submitted to the Department at the same time as the annual financial audit or financial statement. The Schedule must include the original budget for the fiscal year as approved by the Board, revised budget, actual revenue and expenditures and a variance column.

#### Audits

NOTE: Audit and financial reporting requirements are applicable to all contractors of Children, Youth and Families Department.

1. Sole proprietors providing direct services to clients receiving Department funds under \$100,000.00 must submit to the Department the Sole Proprietor Business Reporting Form "Schedule C". Sole Proprietor billings are subject to review by the CYFD contract and program site reviewers and must be available upon request.
2. Audits for a contractor receiving under \$100,000.00 per year in cumulative Department funds (a total of all CYFD contracts awarded to the contractor within a fiscal year) whose Board has elected to not conduct an audit must comply with the following:
  - a) The contractor shall prepare financial statements that include a Revenue and Expenditure – Budget to Actual Comparison, Balance Sheet or Statement of New Assets and Income Statement or Statement of Activities. The contractor shall disclose the method of accounting used (cash or accrual) to prepare such statements. The Revenues and Expenditures – Budget to Actual Comparison statement must include the original budget for the fiscal year as approved by the Board, revised budget, actual revenue and expenditures and variance column. A cash disbursement and cash receipt journal cannot take the place of the Balance Sheet and Income Statement. These financial statements shall be submitted to the Department's Contract/Audit Unit within three (3) months of the contractor's fiscal year end.
3. Audits for a contractor receiving \$100,000.00 to \$250,000.00 per year in cumulative Department funds (a total of all CYFD contracts awarded to the contractor with in a fiscal year) whose Board has elected to not conduct an audit must comply with the following:
  - a) The contractor shall have an Independent Auditor's Report of Agreed-Upon Procedures (AUP) to ensure compliance with contract requirements in accordance with General Accepted Accounting Practice (GAAP). The AUP report shall be submitted to the Department's Contract/Audit Unit within nine (9) months of the contractor's fiscal year end.

- b) The contractor shall ensure that the selected accounting firm performing the AUP report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two-year break. The selected accounting firm shall not have provided non-auditing services within the year being reviewed.
- 4. Audits for a contractor receiving \$250,000.00 or greater per year in cumulative Department funds (a total of all CYFD contracts awarded to the contractor with in a fiscal year):
  - a) The contractor shall have an Independent Audit Report that conforms to the General Accounting Standards (Yellow Book) as recommended by GAO. This Independent Audit Report shall be submitted to the Department's Contract/Audit Unit within nine (9) months of the contractor's fiscal year end. The contractor must also submit a copy of any Management Letter Comments issued by the Independent Auditor in a separate report.
  - b) The contractor shall ensure that the auditor or auditing firm performing the audit report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two year break. The selected auditor shall not have provided non-auditing services within the year being audited.
- 5. Audit for an contractor receiving over \$500,000.00 per year in cumulative Federal funds (a total of all contracts awarded to the contractor with in a fiscal year) the contractor must receive an audit as required by the U.S. Office of Management and Budget, Circular A-133 Audits of States, Local Governments and Non-Profit Organizations. The contractor must also submit a copy of any Management Letter Comments issued by the Independent Auditor in a separate report.
  - a) The Contractor must submit one copy of their audited financial statements within nine (9) months of their fiscal year end to the Agency's Contract/Audit Unit. The Contractor must also submit a copy of the Management Letter Comments issued by the Independent Auditor in a separate report.
  - b) The contractor shall ensure that the auditor or auditing firm performing the audit report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two-year break. The selected auditor shall not have provided non-auditing services within the year being audited.
- 6. Financial Statements, AUP and Audits must be mailed to:

Children, Youth and Families Department  
Contract/Audit Unit  
P.O. Box 5160  
Santa Fe, NM 87502

**SOURCE SHEET**

**ADMINISTRATIVE REQUIREMENTS**

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; also known as the Common Rule.

OMB Circular A-110, Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

**Cost Principles**

OMB Circular A-87, Cost Principles for State and Local Governments.

OMB Circular A-122, Cost Principles for Non-Profit Organizations.

FASB and AICPA Statements and Professional Pronouncements.

**AUDITS**

OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations.

OMB Compliance Supplement for Audits of States, Local Governments and Non-Profit Organizations.

U.S. General Accounting Office, Government Auditing Standards, (The Yellow Book, current revision)

FASB and AICPA Statements and Professional Pronouncements.

**Attachment 5 – Business Associate Agreement**

This is a business associate agreement in compliance with 45 CFR Section 160.504(e)(2) of the HIPAA privacy rule. Contractor understands that it may be considered a business associate of the Department under the HIPAA Privacy and Security Rules. Accordingly, the parties agree:

- The disclosures the Department will make to Contractor of any information that identifies an individual and includes information about the individual's health (protected health information), whether in electronic or physical form, shall be limited to the minimum reasonably necessary for Contractor's delivery of services described in the Scope of Agreement to which the parties have agreed to in the Contract.
- Any disclosures by Contractor of the individual's protected health information inconsistent with this agreement are strictly prohibited and shall be cause for termination of the Contract. Contractor shall take all reasonable steps to avoid such disclosures, including but not limited to implementation of all practical administrative, physical and technical safeguards.
- After the expiration of this Contract, whether because a party has cancelled it, it is fully executed or for any other cause, Contractor shall return all documents containing the individual's protected health information to the Department. Contractor also agrees that it shall take reasonable affirmative precautions to avoid any unauthorized disclosures of protected health information to third parties.
- Contractor understands it is responsible for reporting unauthorized disclosures, including but not limited to electronic security violations, to the Department's privacy office or the federal Office of Civil Rights. Contractor also understands it is responsible for reporting any other disclosure for purposes other than treatment, payment or operations to the Department's privacy office.
- Contractor agrees to bind their agents and subcontractors to the terms of this agreement.
- Contractor understands an individual has the right to inspect and request changes to the protected health information the parties use or create and that an appropriate privacy officer or the federal Office of Civil Rights has the authority to inspect the parties' procedures for management of the individual's protected health information.